



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
401 Locust Street
Tuesday, April 14, 2015

6:30 P.M.

Work Session

General Discussion

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Public Comment: This portion of the Agenda is provided to allow members of the audience to provide comments to the Town Board. Please sign in and the Mayor will call you. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Staff Reports:

- A. Administrative Report – Matt LeCerf, Town Manager
- B. Town Clerk's Report – Meghan Martinez, Town Clerk

Consent Agenda: Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda

- C. Approval of March 24, 2015 Minutes – Meghan Martinez, Town Clerk
- D. Consideration of Approval of a Memorandum of Understanding between the Town of Frederick, the Weld County Clerk and Recorder, and the Weld County Treasurer for Collection of Sales and/or Use Tax – Meghan Martinez, Town Clerk

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Action Agenda:

- E. Resolution 15R23 Approve the Agreement with Frederick Urban Renewal Authority to Buy, Sell and Redevelop the Former Public Works Maintenance Facility – Matt LeCerf, Town Manager
- F. Resolution 15R24 Authorizing the Town of Frederick to Issue a Loan to the Frederick Urban Renewal Authority – Matt LeCerf, Town Manager
- G. Agreement for No Name Creek's Eagle Park on Pintail Way – Matt LeCerf, Town Manager
- H. Resolution 15R25 Authorizing a Supplemental Budget Appropriation and Amending the Calendar Year 2015 Budget – Matt LeCerf, Town Manager

Discussion Agenda:

- I. Community Funding Requests – Meghan Martinez, Town Clerk
- J. Colorado Boulevard Area Improvements – Matt LeCerf, Town Manager

Mayor and Trustee Reports:**Executive Session:**

To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. 24-6-402(4)(a) regarding acquisition of right of way.

Work Session: General Discussion



TOWN OF FREDERICK MEMORANDUM

TO: Honorable Mayor Tony Carey and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: April 6, 2015

SUBJECT: Town Clerk Report

- *Open Records Requests.* Responded to four open records requests.
- *Leadership Weld County.* Attended April Leadership Weld County session.
- *Liquor Licensing.* Processed and approved two special events permits
 1. A Women's Work Evening of Great Tastes – Stevinson Lexus April 25, 2015
 2. Carbon Valley Chamber of Commerce Brewfest – Crist Park June 6, 2015
- *Liquor Licensing.* Reviewing permanent modification of premises request from current licensee.
- *Frederick Scholarship Program.* Scholarship applications were due on Friday, March 27, 2015 to Town Hall. We received a total of eleven applications. The applications were forwarded to the scholarship commission for review.
- *Frederick Arts Commission.* The commission approved the maquette of the Grape Crusher at their meeting on Monday, April 6th.
- *Historic Preservation Commission.* The commission will be assisting with the school tours in May. Commissioner Scott is compiling a political history of the Town. The commission is working on the final grant report to CWAM for the purchase of the display case last year.

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TOWN OF FREDERICK BOARD OF TRUSTEES
REGULAR BOARD MEETING MINUTES
FREDERICK TOWN HALL, 401 LOCUST STREET
MARCH 24, 2015

Call to Order: At 7:00 Mayor Carey called the meeting to order and requested roll call.

Roll Call: Present were Mayor Carey, Mayor Pro Tem Brown, and Trustees Payne, Schiers, Burnham and Hudziak. Trustee Skates was not present. Also present were Town Manager Matt LeCerf, Town Attorney Rick Samson, and Town Clerk Meghan Martinez.

Pledge of Allegiance: The Mayor invited everyone to join in the Pledge of Allegiance.

Approval of Agenda: There were no changes to the agenda.

Liquor Licensing Authority

At 7:01 Mayor Carey recessed the meeting of the Board of Trustees and called the meeting of the Frederick Liquor Licensing Authority to Order.

Present were Chairman Carey, Vice Chair Brown, and Authority Members Payne, Hudziak, Schiers, and Burnham. Authority Member Skates was not present.

Request to Issue Notice of Hearing and Order to Show Cause for Buck Wilds Saloon:

Town Prosecutor Kristin Brown presented the request to issue a notice of hearing and order to show cause for Buck Wilds Saloon. Motion by Authority Member Payne and seconded by Authority Member Burnham to issue notice of hearing and order to show cause with a date of May 19, 2015 at 6:00 p.m. Upon roll call vote, motion passed unanimously.

Request to Appoint Jason Starkovich as Special Prosecutor for Show Cause Hearing:

Town Prosecutor Kristin Brown requested appointment of Jason Starkovich as special prosecutor for the Show Cause Hearing scheduled for May 19, 2015 at 6:00 p.m. Motion by Authority Member Payne and seconded by Authority Member Schiers to appoint Jason Starkovich as Special Prosecutor. Upon roll call vote, motion passed unanimously.

There being no further business of the Liquor Licensing Authority, Chairman Carey closed the meeting at 7:07 p.m.

At 7:07 Mayor Carey reconvened the meeting of the Board of Trustees.

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Special Presentations:

Carbon Valley Half Marathon Community Funding Request: Michael Sindelar, 6488 Saddleback Avenue, Firestone, Colorado discussed the half marathon and requested funding to support the event. Motion by Trustee Schiers and seconded by Mayor Pro Tem Brown to support the Carbon Valley Half Marathon in the amount of \$1,000.00 cash as well as an in kind donation for three police officers. Upon roll call vote, motion passed unanimously.

New Horizon Christian Church: Stan Owens 200 Glen Ayre, Dacono, Colorado discussed the weekend backpack program and request funding from the Board to support the program. Motion by Trustee Schiers and seconded by Mayor Pro Tem Brown to approve \$1,000.00 to support the program. Upon roll call vote, motion passed unanimously.

Public Comment:

Eric Courtois, 5839 E. Wetlands Drive, Frederick, Colorado requested information related to the No Name Neighborhood Park.

Carl Brady, 9036 Harlequin Circle, Frederick, Colorado expressed his opposition to the proposed electric acquisition. He also would like to see a stop light on the E. I-25 Frontage Road and Bella Rosa.

Weld County Commissioner Julie Cozad, 1817 Saddleback Drive, Milliken, Colorado introduced herself and invited the Board to attend Coffee with Cozad or to visit with her during her office hours.

Staff Reports:

Administrative Report: Town Manager Matt LeCerf provided a written report to the Board.

Town Clerk's Report: Town Clerk Meghan Martinez provided a written report to the Board.

Town Attorney's Report: Town Attorney Rick Samson provided a written report to the Board.

Consent Agenda:

Trustee Burnham requested Item F be removed from the consent agenda.

Trustee Schiers requested Item H be removed from the consent agenda.

Motion by Mayor Pro Tem Brown and seconded by Trustee Payne to approve the consent agenda which contained the following items:

1. March 10, 2015 Minutes
2. March 17, 2015 Minutes
3. List of Bills
4. 15R19 Authorizing Town Manager to Execute a Contract with Western Area Power Administration

Upon roll call vote, motion passed unanimously.

Resolution 15R18 Establishing Certain Fees for Municipal Services: Trustee Burnham inquired as to fees related to fireworks stands. Planning Director Jennifer Simmons indicated that those are processed as temporary use permits. Motion by Trustee Burnham and seconded by Trustee Hudziak to approve Resolution 15R18. Upon roll call vote, motion passed unanimously.

Contract with Hauseal Lavigne for 2015 Comprehensive Plan Updates: Trustee Schiers inquired as to when there will be meetings with the Board to discuss the updates. Planning Director Jennifer Simmons indicated that the Board will be included throughout the process. Motion by Trustee Schiers and seconded by Trustee Hudziak to approve the contract with Hauseal Lavigne. Upon roll call vote, motion passed unanimously.

Action Agenda:

Resolution 15R20 Awarding a Contract for the Godding Hollow Parkway/WCR 18 Reconstruction and Widening: Engineering and Utilities Director Richard Leffler presented the proposed item and requested approval of Resolution 15R20. Motion by Mayor Pro Tem Brown and seconded by Trustee Burnham to approve Resolution 15R20 contingent on the right of way acquisition. Upon roll call vote, motion passed unanimously.

Resolution 15R21 Authorizing the Mayor to Execute a Deed of Dedication: Engineering and Utilities Director Richard Leffler presented the proposed deed and requested approval of Resolution 15R21. Motion by Trustee Burnham and seconded by Trustee Hudziak to approve Resolution 15R21. Upon roll call vote, motion passed unanimously.

Consideration of the City of Dacono's Motion for Reconsideration of Highway 52 Annexation: Town Attorney Rick Samson presented the motion for reconsideration from the City of Dacono. Motion by Mayor Pro Tem Brown and seconded by Trustee Hudziak to deny the motion for reconsideration. Upon roll call vote, motion passed unanimously.

Resolution 15R22 Authorizing the Termination Notice Not to Renew the IGA between the Town of Frederick, Colorado and the City of Dacono, Colorado: Town Manager Matt LeCerc presented the proposed resolution. Motion by Mayor Pro Tem Brown and seconded by Trustee Burnham to approve Resolution 15R22. Upon roll call vote, motion passed unanimously.

Mayor and Trustee Reports:

Mayor Carey: He discussed the Oil Royalty Trust fund and asked that a discussion item be added to the next Board meeting to consider the size of donations and the purpose of the fund.

Trustee Burnham: Thanks to public works for being proactive and taking care of our roads. He asked for an update on the golf course. Town Manager Matt LeCerc met with the operator and will continue to monitor the situation. The Arts Commission has been having discussions regarding an art show. He would like to see the clubhouse as a location option for the commission as they consider the revival of the show.

Trustee Hudziak: She attended the Downtown Business Association meeting. They have a new president and the meeting was well attended.

Mayor Pro Tem Brown: They need to continue with their work on the commissions. There will be a work session on March 31st at 5:00 p.m. to continue the discussion.

Trustee Schiers: The DBA meeting was well attended and they are setting up their 2015 projects.

Trustee Payne: The POST Commission has started the process on the star ratings for the parks. He asked for an update on the electric utility. Town Manager Matt LeCerf outlined the timeline and status.

There being no further business of the Board, Mayor Carey closed the meeting at 8:20 p.m.

Approved by the Board of Trustees:

ATTEST:

Tony Carey, Mayor

Meghan C. Martinez, Town Clerk



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

Consideration of Approval of a Memorandum of Understanding between the Town of Frederick, the Weld County Clerk and Recorder, and the Weld County Treasurer for Collection of Sales and/or Use Tax

Agenda Date: Town Board Meeting – April 14, 2015

Attachments: 1. Memorandum of Understanding

Finance Review: _____
Finance Director

Submitted by: _____
Town Clerk

Approved for Presentation: _____
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The Weld County Clerk and Recorder's Office and the Weld County Treasurer are requesting the Town sign a memorandum of understanding to update sales and/or use tax information.

Detail of Issue/Request:

CRS 29-2-106(3)(b) authorizes the Department of Revenue to contract with county clerk and recorders for collection of sales and use taxes on vehicles. The Weld County Clerk and Recorder collects sales and/or use tax on behalf of the Town for motor vehicle registrations and is requesting the Town sign a memorandum of understanding to update sales and/or use tax information as well as updating the memorandum with the new Weld County Clerk and Recorder Carly Koppes.

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Legal/Political Considerations:

This item was reviewed by Town Attorney Samson who shared the following comments:

The collection and charging of a fee is authorized by statute.

Alternatives/Options:

The Board may choose to approve the MOU or set this matter for additional discussion.

Financial Considerations:

The agreement stipulations that Weld County will retain 5% of the funds collected as payment for collection of the Town of Frederick's sales and/or use tax.

Staff Recommendation:

Staff recommends approval of the MOU.

MEMORANDUM OF UNDERSTANDING
COLLECTION OF SALES AND/OR USE TAX
BY WELD COUNTY CLERK AND RECORDER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is by and between Carly Koppes, Weld County Clerk and Recorder (hereinafter "Clerk and Recorder"), whose address is 1402 N. 17th Avenue, Greeley, CO 80631; John Lefebvre, Weld County Treasurer (hereinafter "Treasurer"), whose address is 1400 N. 17th Avenue, Greeley, Colorado ; and Town of Fredentek (hereinafter "Municipality"), whose address is 401 Locust Street, Fredentek, Colorado.

WITNESSETH:

WHEREAS, Municipality charges a sales tax of 2.5 % of the purchase price upon all motor vehicle purchases that occur within the boundaries of Municipality (hereinafter "the Sales Tax"), and

WHEREAS, Municipality charges a use tax of 2.5 % of the purchase price upon all motor vehicle purchased for use by Municipality's residents (hereinafter "the Use Tax"), and

WHEREAS, Municipality desires to have Clerk and Recorder collect the Sales Tax and/or Use Tax from persons who are in the process of licensing them through the Clerk and Recorder, and

WHEREAS, the parties hereto agree to said collection of the Sales Tax and/or Use Tax according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. COLLECTION OF TAXES. Clerk and Recorder shall collect the Sales Tax and/or Use Tax upon the registration of motor vehicles subject to such taxes. No registration or title shall be issued by the Clerk and Recorder unless either payment of the Sales Tax and/or Use Tax is made or evidence of exemption from such taxes is presented at the time of registration.
2. TRANSMITTAL OF FUNDS TO MUNICIPALITY. Clerk and Recorder shall transmit daily all funds collected to the Weld County Treasurer, who shall transmit 95% of the funds collected to Municipality by the 15th of the month following the month of collection thereof; retaining 5% as payment due for the aforementioned collection. Such retained payment shall be submitted into County's General Fund.

3. ENTIRE MOU. This instrument embodies the entire MOU of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations, or MOUs, either verbal or written, between the parties hereto. No modification to this MOU shall be valid unless agreed to in writing by the parties hereto.
4. NO THIRD-PARTY ENFORCEMENT. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this MOU shall give or allow any claim or right of action whatsoever by any other person not included in this MOU. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this MOU shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this MOU the day and year first above written.

TREASURER:

CLERK AND RECORDER:

By: _____
John Lefebvre
Weld County Treasurer

By: _____
Carly Koppes, Weld County
Clerk and Recorder

MUNICIPALITY:

ATTEST:

_____, a
municipal corporation of the STATE OF
COLORADO

By: _____,
Clerk

By: _____,
Mayor



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

A Resolution Approving an Agreement to Buy, Sell, and Redevelop the Former Public Works Building Property

Agenda Date: Town Board Meeting - April 14, 2015

Attachments:

- a. Resolution 15-R-23
- b. Agreement between Town and FURA
- c. Map of Site (Exhibit A)

Finance Review:


Finance Director

Submitted by:



Town Manager

Approved for Presentation:



Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Summary Statement:

The resolution presented will establish the terms of the redevelopment agreement between the Town and the Frederick Urban Renewal Authority.

Detail of Issue/Request:

Presented for consideration by the Board of Trustees is an agreement between the Town of Frederick and the Urban Renewal Authority of Frederick. This agreement outlines the terms and conditions by which the Urban Renewal Authority will develop the property. Specifically what provided in the agreement is to buy, sell, and redevelopment of the former public works building at 5949 Tipple Parkway. This will consist of transferring (selling) three properties to the Urban Renewal Authority for redevelopment and the URA will compensate the Town \$10,000 for the acquisition of the land. The Urban Renewal Authority will also receive a loan from the Town for administering the demolition costs

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of the former public works building. The loan, which will be memorialized in a resolution will be in the amount of \$15,000.

The plan for this property following demolition is for the Urban Renewal Authority to issue an RFP to have the property redeveloped into a higher and better use on this property than what is currently in existence. The redevelopment of the property will help meet the needs of the surrounding area including but not limited to the Frederick High School immediately adjacent from this property. The RFP that would be issued will have terms and conditions that require a new business or establishment to be in existence within a predetermined amount of time. The new business would establish a tax increment financing (TIF) district as part of the Urban Renewal Authority and the increment established would go to pay back the Town of Frederick for the loan to demolish the property as well as the purchase price of the property totaling \$25,000.

A map is provided at this time as Exhibit A. Upon the formal transferring of the property we will have a proper legal description that will be included.

Legal/Political Considerations:

The resolution and document were reviewed by the Town Attorney.

Alternatives/Options:

The Town could choose to not to dispose of this property in this manor and provide the Town Manger with other options from which to consider.

Financial Considerations:

The Town budgeted funds to demolish the old public works property in the amount of \$45,000.00. There are sufficient funds to transfer to the URA to preform these services.

Staff Recommendation:

The staff recommends approval of the resolution as presented authorizing the execution of the redevelopment agreement.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-23**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING AN AGREEMENT WITH THE FREDERICK URBAN
RENEWAL AUTHORITY TO BUY, SELL AND REDEVELOP THE
FORMER TOWN PUBLIC WORKS MAINTENANCE FACILITY**

WHEREAS, the Frederick Urban Renewal Authority, hereafter known as the FURA, has offered to purchase the Town's former public works maintenance facility in accordance with the terms in the AGREEMENT TO BUY, SELL AND REDEVELOP REAL ESTATE ('AGREEMENT') attached to this Resolution; and

WHEREAS, the Town of Frederick is willing enter into the AGREEMENT for the FURA to acquire the former Town maintenance facility at 5949 Tipple Parkway, Frederick, Co., demolish the existing improvements on the property and then offer the property for redevelopment.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

Section 1. The Frederick Board of Trustees accepts the offer of FURA to acquire the former Town maintenance facility at 5949 Tipple Parkway, on the terms and conditions set forth in the AGREEMENT attached hereto.

Section 2. The Frederick Board of Trustees further directs the Mayor to execute the AGREEMENT and to execute a special warranty deed transferring the property to the FURA.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED 14TH DAY OF APRIL, 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tony Carey, Mayor

AGREEMENT TO BUY, SELL, AND REDEVELOP REAL ESTATE

1.0 **PARTIES.** This Agreement (“the Agreement”) is made and entered into as of _____, 2015 between THE TOWN OF FREDERICK, a municipal corporation (the “Town”) and the FREDERICK URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), individually referred to herein as a “Party” or collectively referred to as the “Parties.”

2.0 **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 **The Property.** The Town owns the real property described in Exhibit A (the “Property”). The Parties desire to enter into this Agreement for the purpose of benefitting the community as a whole by removing existing deteriorated improvements and facilitating redevelopment of the vacant and underutilized Property by private enterprise.

2.2 **The Authority.** The Authority has been organized by the Town and is operating as an urban renewal authority pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). Pursuant to this Agreement, the Parties shall cooperate to carry out this Agreement in accordance with the Act.

3.0 **AGREEMENT.** In consideration of the foregoing Recitals and the mutual covenants contained herein, the Parties agree as follows:

4.0 **SALE, PURCHASE PRICE, AND TERMS.** Subject to the adoption of the UR Plan described in Section 4.6, the Town agrees to sell and the Authority agrees to purchase, on the terms and conditions set forth in this Agreement, the Property, including, all buildings and existing improvements (the “Improvements”); appurtenant easements and rights of way; and the Town’s right, title, and interest in and to all utility taps serving the Property.

4.1 **Purchase Price and Terms.** The purchase price of the Property shall be Ten Thousand Dollars (\$10,000) and shall be paid to the Town from future tax increment revenue (“TIF Revenue”), if any, received by the Authority if the Town approves and adopts an urban renewal plan that includes the tax allocation language contained in Section 107(9) of the Act (the “Purchase Price”). At the election of the Town, the Purchase Price may be evidenced by the Note described in Section 4.2.

4.2 **Demolition Loan.** In addition to the Purchase Price, the Town agrees to loan to the Authority the amount of Fifteen Thousand Dollars (\$15,000) evidenced by a note (the “Note”) in form and satisfaction reasonably acceptable to the Town. The Proceeds of the Note shall be used by the Authority to demolish and clear the existing Improvements from the Property to make it attractive as a redevelopment site (“Demolition Costs”). The Note shall be payable from future TIF Revenue, if any, received by the Authority. The Authority will contract for and administer the

demolition and clearance of the Improvements from the Property in accordance with all terms and conditions applicable to such demolition and clearance required by the Town.

4.3 Evidence of Title. The Town shall order a title insurance commitment for the Property with the understanding that the commitment shall remain in effect until the Authority enters into a redevelopment agreement as described in Section 5.0. The Parties shall cooperate to remedy any condition of title to the Property that would not be acceptable to a redeveloper to whom the Authority is expected to convey the Property for redevelopment.

4.4 Survey. If required for the purposes of drafting the Urban Renewal Plan described in Section 4.6 and subsequent conveyance by the Authority to a qualified redeveloper, the Parties will cooperate to obtain a current pinned or monumented improvement survey plat of the Property in conformance with current minimum standard detail requirements.

4.5 Closing and Transfer of Title. Subject to the approval and adoption of the UR Plan in accordance with Section 4.6 below by the Board of Trustees, the Town shall execute and deliver to the Authority a special warranty deed subject to the exceptions in the Title Commitment in exchange for a fully executed promissory note in the amount of Ten Thousand Dollar (\$10,000) payable from the Authority to the Town. The date, time and place of closing shall be mutually agreed to between the parties. The Town shall be responsible for all closing costs, if any.

4.6 UR Plan. The Parties agree that on or before May 31, 2015, the Town will consider approval of an urban renewal plan (the “UR Plan”) that includes the Property after the Parties have cooperated to comply with the requirements of the Act with respect to documentation of conditions and requirements incidental to approval of such Plan, but nothing herein shall compel the Town to approve the UR Plan, it being the understanding of the Parties that approval of the UR Plan is a matter of discretion reserved exclusively with the Board of Trustees of the Town under the Act. If approved, the Parties contemplate that the UR Plan will contain tax increment language authorized by the Act that will provide sufficient TIF Revenue to pay the Note, including the demolition funds and other costs of closing advanced by the Town. If the Town fails to approve the UR Plan on or before such date, this Agreement may be terminated by the Town and this Agreement shall be null and void. Upon such termination, except for Note proceeds expended for or reserved for Demolition Costs in the UR Plan area, (a) all unexpended Note proceeds shall be retained by the Town, (b) the Note shall be cancelled and marked as paid in full, and (c) the Authority shall have no duty to repay the Note in whole or in part. Note proceeds expended for and reserved for Demolition Costs shall be used exclusively for and applied to such purposes, and the Authority shall administer and oversee the demolition of such improvements on behalf of the Town without expense to the Town.

4.7 Possession. Possession of the Property shall be delivered “AS IS, WHERE IS, WITH ALL ITS FAULTS” to the Authority by the Town at the closing.

5.0 REDEVELOPMENT. The Parties are entering into this Agreement with the understanding and expectation that, if the Town Trustees in their sole and absolute discretion, approve the UR Plan, the Authority shall promptly take all reasonable steps to (a) demolish and clear the Improvements

and prepare the Property for redevelopment; (b) advertise the Property for redevelopment in accordance with the Act; and (c) negotiate in good faith with any redeveloper that responds to such advertisement in an attempt to enter into a redevelopment agreement that complies with all applicable legal requirements and Town development policies.

6.0 TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any obligation is not performed either Party may declare this Agreement to be null and void as the sole and exclusive remedy hereunder.

7.0 ASSIGNMENT. This Agreement shall not be assignable by the Authority without the Town's prior written consent. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

8.0 MODIFICATION. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

9.0 ENTIRE AGREEMENT. This Agreement constitutes the entire contract and agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

10.0 CAPTIONS. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

11.0 VALIDITY. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12.0 APPLICABLE LAW. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

13.0 INTERPRETATION. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

14.0 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

15.0 THIRD PARTIES. Neither this Agreement nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

16.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-

substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Attest:

Town Clerk

TOWN OF FREDERICK

By: _____
Mayor

Approved as to form:

Town Attorney

Attest:

Secretary/Executive Director

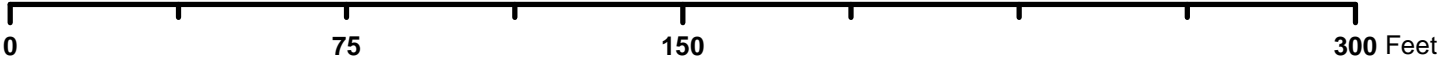
FREDERICK URBAN RENEWAL
AUTHORITY

By _____
Chair

Exhibit A: Full legal to be provided at land transfer.



Former Town Public Works Site - Urban Renewal Area





TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

A Resolution Authorizing the Town of Frederick Colorado to Issue a Loan to the Frederick Urban Renewal Authority


Agenda Date: Town Board Meeting – April 14, 2015

Attachments:
a. Resolution 15-R-24
b. Agreement between Town and FURA

Finance Review:


Finance Director

Submitted by:



Town Manager

Approved for Presentation:



Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The resolution attached will authorize for the Town to issue a loan in the amount of \$15,000.

Detail of Issue/Request:

Proposed for your consideration is a loan that will be made by the Town of Frederick to the Frederick Urban Renewal Authority in the amount of \$15,000. This loan will be utilized for the purpose of demolishing the former public works building located at 5949 Tipple Parkway. The estimated cost of this project is \$12,400 at this time. The additional \$2,600.00 that's included in this loan would be utilized if a new change order is necessary for this project. Should no change orders be necessary the \$2,600.00 would be returned back to the Town of Frederick by the Urban Renewal Authority as part of the repayment obligation.

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Legal/Political Considerations:

The resolution was drafted by legal counsel.

Alternatives/Options:

The Board could consider not approving the loan and deciding an alternative to raise the property at the Former Public Works site.

Financial Considerations:

This item to demolish the property was budgeted at \$45,000.

Staff Recommendation:

The staff recommends approval of the resolution as presented.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-24**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING A LOAN OF \$15,000 TO THE FREDERICK URBAN
RENEWAL AUTHORITY**

WHEREAS, the Frederick Urban Renewal Authority, hereafter known as the FURA, currently has no source of funding for its activities; and

WHEREAS, the Town of Frederick is willing to loan the FURA \$15,000 subject to repayment within a period of not more than 25 years for the demolition of the former Town maintenance facility at 5949 Tipple Parkway, Frederick, Co.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

Section 1. The Frederick Board of Trustees authorizes a loan in the amount of \$15,000.00 from the Town of Frederick to the FURA specifically for the demolition of the former Town maintenance facility at 5949 Tipple Parkway.

Section 2. The Frederick Board of Trustees directs staff to prepare to prepare a promissory note to be executed by the FURA in the amount of \$15,000 for a term not to exceed 25 years and at 0% interest rate.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED 14TH DAY OF APRIL, 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tony Carey, Mayor

AGREEMENT TO BUY, SELL, AND REDEVELOP REAL ESTATE

1.0 **PARTIES.** This Agreement (“the Agreement”) is made and entered into as of _____, 2015 between THE TOWN OF FREDERICK, a municipal corporation (the “Town”) and the FREDERICK URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), individually referred to herein as a “Party” or collectively referred to as the “Parties.”

2.0 **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 **The Property.** The Town owns the real property described in Exhibit A (the “Property”). The Parties desire to enter into this Agreement for the purpose of benefitting the community as a whole by removing existing deteriorated improvements and facilitating redevelopment of the vacant and underutilized Property by private enterprise.

2.2 **The Authority.** The Authority has been organized by the Town and is operating as an urban renewal authority pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). Pursuant to this Agreement, the Parties shall cooperate to carry out this Agreement in accordance with the Act.

3.0 **AGREEMENT.** In consideration of the foregoing Recitals and the mutual covenants contained herein, the Parties agree as follows:

4.0 **SALE, PURCHASE PRICE, AND TERMS.** Subject to the adoption of the UR Plan described in Section 4.6, the Town agrees to sell and the Authority agrees to purchase, on the terms and conditions set forth in this Agreement, the Property, including, all buildings and existing improvements (the “Improvements”); appurtenant easements and rights of way; and the Town’s right, title, and interest in and to all utility taps serving the Property.

4.1 **Purchase Price and Terms.** The purchase price of the Property shall be Ten Thousand Dollars (\$10,000) and shall be paid to the Town from future tax increment revenue (“TIF Revenue”), if any, received by the Authority if the Town approves and adopts an urban renewal plan that includes the tax allocation language contained in Section 107(9) of the Act (the “Purchase Price”). At the election of the Town, the Purchase Price may be evidenced by the Note described in Section 4.2.

4.2 **Demolition Loan.** In addition to the Purchase Price, the Town agrees to loan to the Authority the amount of Fifteen Thousand Dollars (\$15,000) evidenced by a note (the “Note”) in form and satisfaction reasonably acceptable to the Town. The Proceeds of the Note shall be used by the Authority to demolish and clear the existing Improvements from the Property to make it attractive as a redevelopment site (“Demolition Costs”). The Note shall be payable from future TIF Revenue, if any, received by the Authority. The Authority will contract for and administer the

demolition and clearance of the Improvements from the Property in accordance with all terms and conditions applicable to such demolition and clearance required by the Town.

4.3 Evidence of Title. The Town shall order a title insurance commitment for the Property with the understanding that the commitment shall remain in effect until the Authority enters into a redevelopment agreement as described in Section 5.0. The Parties shall cooperate to remedy any condition of title to the Property that would not be acceptable to a redeveloper to whom the Authority is expected to convey the Property for redevelopment.

4.4 Survey. If required for the purposes of drafting the Urban Renewal Plan described in Section 4.6 and subsequent conveyance by the Authority to a qualified redeveloper, the Parties will cooperate to obtain a current pinned or monumented improvement survey plat of the Property in conformance with current minimum standard detail requirements.

4.5 Closing and Transfer of Title. Subject to the approval and adoption of the UR Plan in accordance with Section 4.6 below by the Board of Trustees, the Town shall execute and deliver to the Authority a special warranty deed subject to the exceptions in the Title Commitment in exchange for a fully executed promissory note in the amount of Ten Thousand Dollar (\$10,000) payable from the Authority to the Town. The date, time and place of closing shall be mutually agreed to between the parties. The Town shall be responsible for all closing costs, if any.

4.6 UR Plan. The Parties agree that on or before May 31, 2015, the Town will consider approval of an urban renewal plan (the “UR Plan”) that includes the Property after the Parties have cooperated to comply with the requirements of the Act with respect to documentation of conditions and requirements incidental to approval of such Plan, but nothing herein shall compel the Town to approve the UR Plan, it being the understanding of the Parties that approval of the UR Plan is a matter of discretion reserved exclusively with the Board of Trustees of the Town under the Act. If approved, the Parties contemplate that the UR Plan will contain tax increment language authorized by the Act that will provide sufficient TIF Revenue to pay the Note, including the demolition funds and other costs of closing advanced by the Town. If the Town fails to approve the UR Plan on or before such date, this Agreement may be terminated by the Town and this Agreement shall be null and void. Upon such termination, except for Note proceeds expended for or reserved for Demolition Costs in the UR Plan area, (a) all unexpended Note proceeds shall be retained by the Town, (b) the Note shall be cancelled and marked as paid in full, and (c) the Authority shall have no duty to repay the Note in whole or in part. Note proceeds expended for and reserved for Demolition Costs shall be used exclusively for and applied to such purposes, and the Authority shall administer and oversee the demolition of such improvements on behalf of the Town without expense to the Town.

4.7 Possession. Possession of the Property shall be delivered “AS IS, WHERE IS, WITH ALL ITS FAULTS” to the Authority by the Town at the closing.

5.0 REDEVELOPMENT. The Parties are entering into this Agreement with the understanding and expectation that, if the Town Trustees in their sole and absolute discretion, approve the UR Plan, the Authority shall promptly take all reasonable steps to (a) demolish and clear the Improvements

and prepare the Property for redevelopment; (b) advertise the Property for redevelopment in accordance with the Act; and (c) negotiate in good faith with any redeveloper that responds to such advertisement in an attempt to enter into a redevelopment agreement that complies with all applicable legal requirements and Town development policies.

6.0 TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any obligation is not performed either Party may declare this Agreement to be null and void as the sole and exclusive remedy hereunder.

7.0 ASSIGNMENT. This Agreement shall not be assignable by the Authority without the Town's prior written consent. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

8.0 MODIFICATION. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

9.0 ENTIRE AGREEMENT. This Agreement constitutes the entire contract and agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

10.0 CAPTIONS. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

11.0 VALIDITY. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12.0 APPLICABLE LAW. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

13.0 INTERPRETATION. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

14.0 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

15.0 THIRD PARTIES. Neither this Agreement nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

16.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-

substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Attest:

Town Clerk

TOWN OF FREDERICK

By: _____
Mayor

Approved as to form:

Town Attorney

Attest:

Secretary/Executive Director

FREDERICK URBAN RENEWAL
AUTHORITY

By _____
Chair



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

Agreement for No Name Creek's (Eagle Park) on Pintail Way

Agenda Date: Town Board Meeting - April 14, 2015

Attachments: a. Agreement to convey ownership of Eagle Park to the Town of Frederick

Finance Review:

Finance Director

Submitted by:


Town Manager

Approved for Presentation:


Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The agreement presented will establish the terms by which Eagle Park will be conveyed to the Town of Frederick for ownership and future enjoyment of the community.

Detail of Issue/Request:

Two weeks ago you were provided with information related to No Name Creek's Eagle Park. The information provided information related to the fact that the Town approximately nine years ago constructed a park on property. During the 2014 fiscal year, we planned to make improvements to the park. During our due diligence staff was became aware that we did not own the property and for an unknown reason that park had been installed. As a result the Town was in a position where they had to either:

1. Determine a way to acquire the park, or remove the park from No Name Creek LLC's private property; or
2. Remove the park completely since it is on private property.

Built on What Matters.

As you are aware the Town made an offer to No Name Creek LLC and these terms were accepted by the entity. The agreement provided memorializes the terms associated with the transferring of the property. Specifically as outlined in the agreement, the Town will subdivide the land and administratively move through the final plat process and record it. Also the Town will provide \$5,000.00 for the property. Our total capital outlay for this is estimated at \$12,000. Approving this agreement will allow us to insure that the park is in its current form and available to the community in the area for years to come.

Legal/Political Considerations:

The agreement was drafted by the Town Attorney.

Alternatives/Options:

The Town could choose;

- Not to approve this agreement and ask the Town Manager to go back and renegotiate with No Name Creek LLC.
- The Town could not approve the agreement and direct the Town Manager to have the existing park site and the amenities associated with it razed.

Financial Considerations:

The budge for completion of this item will come from the park fund.

Staff Recommendation:

The staff recommends approval of the agreement as presented.

AGREEMENT

This Agreement made and entered into this ____ day of April, 2015, by and between the Town of Frederick (Town), a Colorado municipal corporation, and No Name Creek, LLC (Developer), a Colorado limited liability company.

WHEREAS, the Developer is a developer of a subdivision known as No Name Creek in the Town of Frederick, Colorado; and

WHEREAS, the Developer and the Town entered into an informal agreement for the development of a park on Block 15 owned by the Developer; and

WHEREAS, the parties wish to formalize their arrangement and transfer the park to the Town.

WHEREAS, over the years, the Town has made substantial improvements to the property including, but not limited to, general maintenance, the cost of playground equipment, and concrete flat work, all of which has provided an indirect benefit to the community in this area.

NOW, THEREFORE, the parties agree as follows:

1. The Town agrees to purchase from the Developer, upon subdivision, a portion of Block 15 in the No Name Creek Subdivision currently utilized as a park.
2. The Developer agrees to transfer the park and any water tap associated with that lot to the Town, upon subdivision of that lot by general warranty deed, free and clear of all liens and encumbrances.
3. In exchange for the transfer of the park, the Town agrees to the following:
 - a. The Town will survey and prepare a replat of both Blocks 14 and 15 in Filing 1 of the No Name Creek Subdivision.
 - b. The Town will pay to the Developer the sum of \$5,000.00.
4. Developer shall furnish Town, at Developer's expense, a current commitment for owner's title insurance policy in an amount equal to \$5,000
5. Closing shall be held at Colorado Escrow and title Company, Inc. in Longmont Colorado at a time to be mutually agreed upon by the parties.

TOWN OF FREDERICK

ATTEST:

Meghan C. Martinez, Town Clerk

By:_____
Tony Carey, Mayor

NO NAME CREEK, LLC

By: _____
J.D. Parker, Manager



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

A Resolution Authorizing a Supplemental Appropriation Amending the Fiscal Year 2015 Budget

Agenda Date: Town Board Meeting - April 14, 2015

Attachments: a. Resolution 15-R-25

Finance Review:

Finance Director

Submitted by:


Town Manager

Approved for Presentation:


Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

Approval of the attached contract would authorize a budget amendment in the amount of \$48,000 for fiscal year 2015. The amendment would be to the Conservation Trust Fund (CTF).

Detail of Issue/Request:

In 2014, the Conservation Trust Fund had a budgeted allocation that included \$48,000 for a pour in place project at Eagle Park playground in No Name Creek subdivision. As part of this planned improvement and as the Board is aware, the property the park is currently on does not belong to the Town. Since the property does not belong to the Town, the work was not completed in 2014 and the item was not budgeted in 2015. Now that the issues associated with this matter have been cleared up, staff is requesting a budget amendment of \$48,000 that would come from the CTF for the purposes of completing the pour in place project. This budget amendment would enable us to complete this project.

Legal Comments:

Built on What Matters.

The resolution for consideration was drafted by the Town Attorney.

Alternatives/Options:

- Not approve the budget amendment and request that staff come back with alternative options.
- Wait until the next fiscal year to budget this item.

Financial Considerations:

The funds are available in the conservations trust fund to handle this capital expenditure.

Staff Recommendation:

Staff recommends approval of the resolution approving the budget amendment specifically in the CTF as presented.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 15-R-25**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING A SUPPLEMENTAL APPROPRIATION AND AMENDING THE
CALENDAR YEAR 2015 BUDGET**

WHEREAS, the Town of Frederick is preparing to enter into a contract for a playground resurfacing project at Eagle Park in NoName Creek; and

WHEREAS, the cost to perform the work is \$48,000.00 but the funds have not been appropriated; and

WHEREAS, the conservation trust fund contains sufficient unappropriated funds to make the payment and the expenditure would be deemed an eligible expenditure.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF FREDERICK, WELD COUNTY, COLORADO THAT;**

Section 1. That the budget for 2015 shall be amended to include an additional appropriation expense in the amount of \$48,000.00 in the conservation trust fund for an eligible expenditure of resurfacing a public playground.

Section 2. **Effective Date.** This resolution shall become effective immediately upon adoption.

Section 3. **Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. **Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF APRIL 2015.

ATTEST:

TOWN OF FREDERICK

By _____
Meghan C. Martinez, Town Clerk

By _____
Tony Carey, Mayor



TOWN OF FREDERICK BOARD OF TRUSTEES INFORMATION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee

Community Funding Requests

Agenda Date: Town Board Meeting - April 14, 2015

Attachments:

- a. Donation History
- b. Municipal Code Related to Community Funding Requests
- c. Municipal Code Sections Related to Oil Royalty Trust Fund
- d. Oil Royalty Revenues 2009-2014

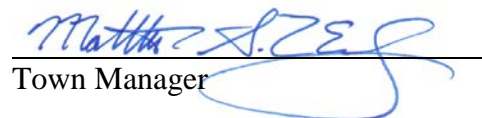
Issue/Request:

The Board requested a discussion item regarding the community donations given by the Board of Trustees to various organizations throughout the Tri-Town area.

Submitted by:


Town Clerk

Approved for Presentation:


Town Manager

Detail of Issue/Request:

At the March 24, 2015 Board Meeting, the Board requested a discussion related to community funding requests. Community funding requests are filtered through the Town Clerk's Office and presented to the Board of Trustees at the next available meeting.

Funding for these requests comes from the Oil Royalty Trust Fund. The current cash balance of the Oil Royalty Trust is \$844,150.00. Currently, the fund is utilized for community donations, the Frederick Scholarship Program, and the Frederick Facade Improvement Revolving Loan Program. The fund has also been used for discretionary funding purposes related to annexations and a loan for the infrastructure improvements to Eagle Boulevard where the site of our new Public Works Building was recently completed.

Built on What Matters.

Staff has provided the attached information for consideration and discussion related to community funding requests.

Legal/Political Considerations:

This item was reviewed by Town Attorney Samson.

Alternatives/Options:

N/A

Financial Considerations:

Staff Recommendation:

Staff has no recommendation as this is a Board policy.

DONATION HISTORY 2005 - 2015

RECIPIENT	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
A Woman's Work								\$500.00			
American Cancer Society/Relay for Life		\$50.00	\$500.00		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
Bella Rosa Men's Club/Santa Cops Tournament								\$500.00	\$500.00	\$500.00	
Bobby Lucas Eagle Scout Project									\$400.00		
Carbon Valley Academy					\$500.00	\$600.00	\$750.00	\$700.00		\$750.00	
Carbon Valley Chamber										\$1,250.00	
Carbon Valley Half Marathon									\$370	\$400.00	\$1,300.00
Carbon Valley Help Center										\$1,500.00	\$1,500.00
Carbon Valley Rec Center	\$850.00	\$800.00		\$500.00							
Centennial Elementary PTO						\$600.00					
Chick-fil-A A Precious Child								\$500.00	\$500.00		
CV Rec Youth Programs		\$800.00		\$800.00	\$800.00		\$800.00	\$800.00	\$1,000.00		
Coal Ridge Middle School	\$200.00		\$500.00	\$500.00							
Fiesta Days	\$500.00										
Frederick Drama			\$1,000.00								
Frederick Elementary				\$415.00			\$300.00	\$300.00	\$300.00		
Frederick High School Alumni Associ.										\$100.00	
Frederick High Booster Club After Prom	\$500.00	\$500.00	\$500.00	\$600.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$750.00	
Frederick High School Football								\$400.00			
Frederick High School Basketball								\$400.00	\$400.00		
Frederick High Mesa					\$700.00						
Frederick High School	\$400.00			\$300.00	\$350.00	\$400.00					
Frederick High School Rachels Walk							\$500.00				
Frederick High School Girls Soccer							\$600.00				
Frederick Legion Baseball		\$600.00					\$600.00				
Frederick Town Softball Team										\$815.00	
Helping Hand Food Pantry						\$500.00					
Healing Field				\$100.00							
High Plains Library District								\$250.00			
Legacy Elementary				\$500.00							
Longmont United Hospital - Community Garden											\$1,000.00
New Horizon Christian Church											\$1,000.00
Prairie Ridge Elementary		\$500.00									
Salvation Army							\$500.00				
Scholarships	\$8,000.00	\$6,500.00	\$5,000.00	\$6,000.00	\$4,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$6,000.00	\$4,000.00	
South Weld Victims	\$500.00										
THAT Place									\$500.00		
Tri Town Senior Center		\$12,000.00	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$0.00	
YMCA					\$500.00						
TOTAL DONATIONS	\$10,950.00	\$21,700.00	\$19,500.00	\$21,715.00	\$16,350.00	\$14,600.00	\$17,550.00	\$21,850.00	\$23,470.00	\$11,065.00	\$4,800.00

SCHOLARSHIP BUDGETED	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$12,000.00
DONATIONS BUDGETED			\$18,000.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$22,500.00	\$17,000.00	\$18,000.00	\$15,000.00

ARTICLE IX

Financial Support for Community Organizations

4-181 Eligibility.

Applicants shall be school organizations, community service organizations and not-for-profit organizations that engage in charitable or community service activities and youth athletic organizations. A preponderance of the members of the organization should be residents of the Town. In addition, there may be individuals who merit special consideration because of their accomplishments that bring recognition to the community. (Ord. 730 §1, 2004)

4-182 Procedure.

Applicants shall be required to complete an application form and may be asked to appear before the Board of Trustees before a decision is made. The Board of Trustees may appoint a committee to make recommendations on the awarding of support. (Ord. 730 §1, 2004, Ord. 923 §1, 2007)

4-183 Criteria.

All applications for financial support will be reviewed based upon how well the stated purpose serves the Town's citizenry in the following areas:

- (1) Number of individuals benefited in the community.
- (2) Financial need.
- (3) Positive image for the Town.
- (4) Availability of other sources of funds.
- (5) General public good. (Ord. 730 §1, 2004)

4-184 Source of funds.

The source of funds is the interest from the Oil Royalty Trust Fund. (Ord. 730 §1, 2004, Ord. 923 §1, 2007)

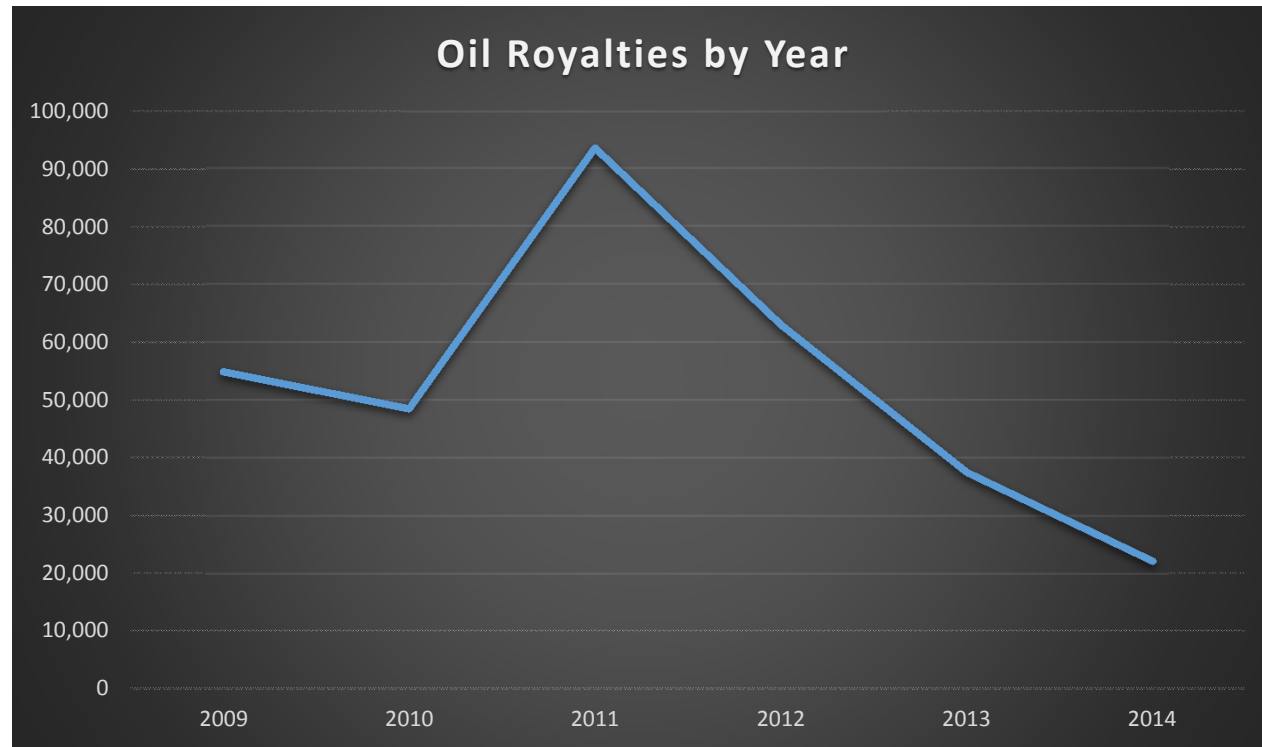
Secs. 4-185—4-200

Reserved.

4-59 Oil Royalty Trust Fund.

- (a) The Board of Trustees for the Town of Frederick designates the Frederick Oil Royalty Trust Fund to be used to support the Frederick High School Scholarship Program, community organization grants, economic development programs, and those governmental purposes as the Board may be designated from time to time.
- (b) The Board further adopts a cap on annual disbursements from the fund to no more than four and one-half percent (4.5%) of the fund balance, as determined on December 31 of the prior year.
- (c) Monies applied from the Oil Royalty Trust Fund to establish the Frederick Facade Improvement Revolving Loan Program shall not be included in the annual cap in the year in which the revolving loan fund program is started. (Ord. 1101 §§1—3, 2012)

<u>Year</u>	<u>Royalties</u>
2009	54,915
2010	48,575
2011	93,577
2012	63,025
2013	37,593
2014	22,245





TOWN OF FREDERICK BOARD OF TRUSTEES INFORMATION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem
Rafer Burnham, Trustee
Fred Skates, Trustee

Amy Schiers, Trustee
Gavin Payne, Trustee
Donna Hudziak, Trustee


Colorado Boulevard Area Improvements

Agenda Date: Town Board Meeting - April 14, 2015

Attachments:

- a. Colorado Blvd Design Areas
- b. Construction Cost Estimates

Submitted by:


Town Manager

Approved for Presentation:


Town Manager

Detail of Issue/Request:

On March 30, 2015 the Town completed its refinancing of the existing Colorado Blvd improvements debt. The realized savings associated with refinancing will be ¾ million dollars over the next 11 years which will improve the street and alley fund balance sheet. At the time the Board directed staff to complete the refinancing, they also asked that we come back with options and cost estimates related to improvements on and ancillary to the Colorado Blvd. area. This request for additional project scopes was based on the fact that addition monies were not issued in 2006 during the initial offering to improve Colorado Boulevard which were approved in the 2005 referendum. The outstanding amount is \$1.07 million.

Mr. John Lee from CDG also attended a Board meeting, urging the Mayor and Board to consider moving forward in making improvements along Colorado Blvd which would help accelerate growth in the area by creating more practical opportunities for additional commercial growth and set the Town on its continued progressive pattern. The staff met with Mr. Lee to discuss some of the potential scopes in areas that may be improved. In total five areas considered, those being:

1. Roundabout Colorado/ 5th Street
2. Miners Ave/ 5th Street extension (west of Colorado Blvd.)

Built on What Matters.

3. Roundabout Colorado/ 8th Street (13th Street)
4. Highway 52 access (Collector)
5. Highway 52 widening

Hurst and Associates, Inc. designed the conceptual outlay for these projects, and also provided cost estimates for each of them. The projects that the Town would focus on would include the installation of roundabouts at the intersections of 5th Street and Colorado Blvd. and 13th Street and Colorado Blvd. (labeled as 8th Street). Mr. Lee and CDG would look to make improvements on the intersection of Highway 52 and Flying Circle Blvd. as well as installing additional acceleration and deceleration lane areas along Highway 52. We believe that collectively these projects as stated before will create opportunity for additional residential develop and commercial development in our community.

As you are aware, interest rates are extremely low at this time which from a financial perspective, it makes good sense to consider borrowing the additional \$1.07 million to make these improvements. Our cost based on the estimates is approximately 1.1 million dollars. If the Board is supportive of this direction and the proposed projects, staff could begin taking necessary steps to issue the funds that are outstanding. This would include contacting attorneys and the underwriter and having the necessary ordinance prepared for the April 28th meeting. From that point we would need to wait 30 days for the approval of the ordinance, but we suspect we could close on these additional funds in approximately 60 days from the date of the approved ordinance. With respect to the construction timeline, we believe construction can be completed by the end of the calendar year. This would not compromise any other projects that are ongoing related to the permanent repairs that we are working on as they will remain on schedule as well for the end of the year.

Legal/Political Considerations:

Alternatives/Options:

The Board could provide alternatives related to:

- Increasing the scope
- Reducing the scope
- Eliminating the scope completely and choosing not to issue funds for these projects

Financial Considerations:

The bond funds would need to be issued in order to appropriately pay for these projects and to insure that a healthy sustainable fund balance is intact.

Staff Recommendation:

The staff recommends having the Board direct staff to provide an ordinance at the next Board meeting to begin the process of issuing the remaining \$1.07 million for making necessary improvements to Colorado Boulevard.

MINERS VILLAGE
OPINION OF PROBABLE CONSTRUCTION COSTS
MARCH 20, 2015

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
ROUNDAABOUT COLORADO/5TH STREET			
Mobilization	1 L.S.	\$ 10,000	\$ 10,000.00
Earthwork	1 L.S.	15,000	15,000.00
Demolition	1 L.S.	20,000	20,000.00
Utility Relocation	1 L.S.	10,000	10,000.00
Erosion Control	1 L.S.	20,000	20,000.00
Median Curb	293 L.F.	10	2,930.00
Median Cover	19,755 S.F.	4	79,020.00
Handicap Ramps	16 Ea.	1500	24,000.00
Curb & Gutter	2779 L.F.	12	33,348.00
5' Concrete Walk	645 L.F.	17.50	11,287.50
8' Concrete Walk	382 L.F.	28	10,696.00
Subgrade Prep	6490 S.Y.	2	12,980.00
Asphalt	6490 S.Y.	35	227,150.00
Native Seeding	1.2 Ac.	4500	5,400.00
24" RCP	150 L.F.	70	10,500.00
18" RCP	150 L.F.	60	9,000.00
5' Type "R" Inlets	4 Ea.	4500	18,000.00
Storm Manholes	6 Ea.	3500	21,000.00
Outlet Protection	1 Ea.	2500	2,500.00
Striping & Signing	1 L.S.	10,000	10,000.00
Street Lights	4 Ea.	6000	24,000.00
Traffic Control	1 L.S.	35,000	35,000.00
Subtotal			\$ 611,811.50
Contingency (10%)			61,181.15
Engineering (7%)			42,826.81
Survey/Testing (5%)			30,590.58
TOTAL			\$ 746,410.03

MINERS VILLAGE
OPINION OF PROBABLE CONSTRUCTION COSTS
MARCH 20, 2015

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
MINERS AVE/5TH STREET EXTENSION			
Mobilization	1 L.S.	\$ 10,000	\$ 10,000.00
Earthwork	1 L.S.	45,000	45,000.00
Erosion Control	1 L.S.	30,000	30,000.00
Handicap Ramps	4 Ea.	1500	6,000.00
Curb & Gutter	4626 L.F.	12	55,512.00
5' Concrete Walk	3323 L.F.	17.50	58,152.50
8' Concrete Walk	2246 L.F.	28	62,888.00
Subgrade Prep	11,543 S.Y.	2	23,086.00
Asphalt	11,543 S.Y.	30	346,290.00
Native Seeding	3.5 Ac.	4500	15,750.00
12" Watermain	500 L.F.	50	25,000.00
12" Valves	2 Ea.	1800	3,600.00
12" Fittings	4 Ea.	600	2,400.00
18" RCP	50 L.F.	60	3,000.00
5' Type "R" Inlets	2 Ea.	4500	9,000.00
Storm Manholes	1 Ea.	3500	3,500.00
Outlet Protection	1 Ea.	2500	2,500.00
8" Sewermain	500 L.F.	45	22,500.00
Sewer Manholes	3 Ea.	3500	10,500.00
Striping & Signing	1 L.S.	5000	5,000.00
Street Lights	8 Ea.	6000	48,000.00
Subtotal			\$ 787,678.50
Contingency (10%)			78,767.85
Engineering (7%)			55,137.50
Survey/Testing (5%)			39,383.93
TOTAL			\$ 960,967.77

MINERS VILLAGE
OPINION OF PROBABLE CONSTRUCTION COSTS
MARCH 20, 2015

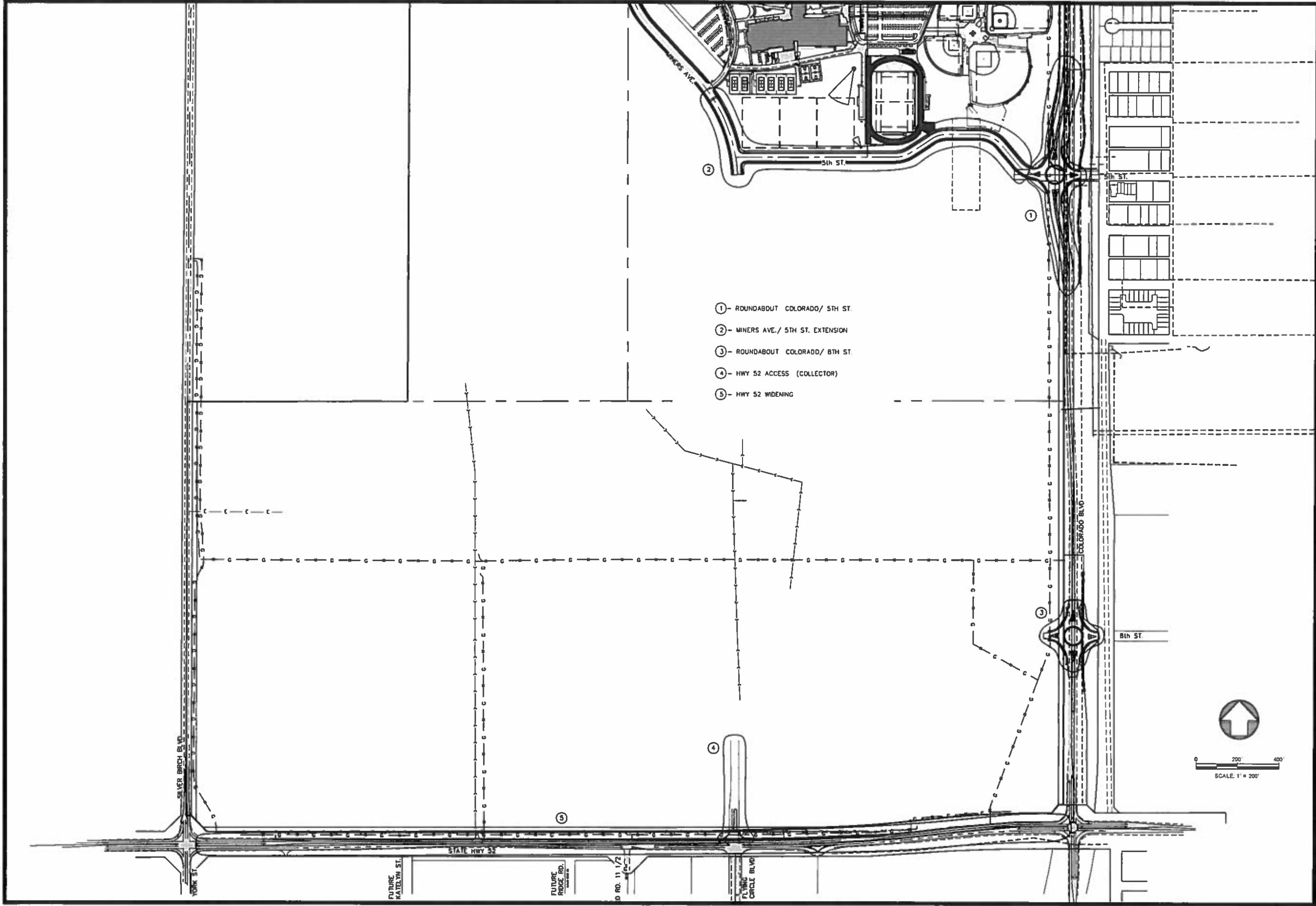
ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
ROUNDAABOUT COLORADO/8TH STREET			
Mobilization	1 L.S.	\$ 10,000	\$ 10,000.00
Earthwork	1 L.S.	10,000	10,000.00
Demolition	1 L.S.	10,000	10,000.00
Utility Relocation	1 L.S.	5,000	5,000.00
Erosion Control	1 L.S.	5,000	5,000.00
Median Curb	2219 L.F.	10	22,190.00
Median Cover	14,724 S.F.	4	58,896.00
Handicap Ramps	16 Ea.	1,500	24,000.00
Curb & Gutter	1151 L.F.	12	13,812.00
5' Concrete Walk	882 L.F.	17.50	15,435.00
Subgrade Prep	2709 S.Y.	2	5,418.00
Asphalt	2709 S.Y.	35	94,815.00
Native Seeding	0.5 Ac.	4500	2,250.00
18" RCP	100 L.F.	60	6,000.00
5' Type "R" Inlets	4 Ea.	4500	18,000.00
Storm Manholes	4 Ea.	3500	14,000.00
Outlet Protection	1 Ea.	2500	2,500.00
Striping & Signing	1 L.S.	10,000	10,000.00
Street Lights	4 Ea.	6000	24,000.00
Traffic Control	1 L.S.	15,000	15,000.00
Subtotal			\$ 366,316.00
Contingency (10%)			36,631.60
Engineering (7%)			25,642.12
Survey/Testing (5%)			18,315.80
TOTAL			\$ 446,905.52

MINERS VILLAGE
OPINION OF PROBABLE CONSTRUCTION COSTS
MARCH 20, 2015

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
COLLECTOR NORTH OF HIGHWAY 52			
Mobilization	1 L.S.	\$ 10,000	\$ 10,000.00
Earthwork	1 L.S.	15,000	15,000.00
Erosion Control	1 L.S.	10,000	10,000.00
Median Curb	281 L.F.	10	2,810.00
Median Cover	1908 S.F.	4	7,632.00
Curb & Gutter	1315 L.F.	12	15,780.00
Subgrade Prep	3211 S.Y.	2	6,422.00
Asphalt	3211 S.Y.	30	96,330.00
Native Seeding	0.8 Ac.	4500	3,600.00
Striping & Signing	1 L.S.	2000	2,000.00
Subtotal			\$ 169,574.00
Contingency (10%)			16,957.40
Engineering (7%)			11,870.18
Survey/Testing (5%)			8,478.70
TOTAL			\$ 206,880.28

MINERS VILLAGE
OPINION OF PROBABLE CONSTRUCTION COSTS
MARCH 20, 2015

ITEM	NO. OF UNITS	UNIT COST	TOTAL COST
HIGHWAY 52 WIDENING			
Mobilization	1 L.S.	\$ 10,000	\$ 10,000.00
Earthwork	1 L.S.	35,000	35,000.00
Utility Relocation (Power Line)	1 L.S.	100,000	100,000.00
Erosion Control	1 L.S.	15,000	15,000.00
Subgrade Prep	3756 S.Y.	2	7,512.00
Asphalt	3756 S.Y.	40	150,240.00
Native Seeding	3 Ac.	4500	13,500.00
Striping & Signing	1 L.S.	25,000	25,000.00
Traffic Control	1 L.S.	10,000	10,000.00
Subtotal			\$ 366,252.00
Contingency (10%)			36,625.20
Engineering (7%)			25,637.64
Survey/Testing (5%)			18,312.60
TOTAL			\$ 446,827.44



SCALE VERIFICATION

1" = 200'

DATE: 2/24/15

BY: J.J.

PROJECT: MINERS VILLAGE

PROJECT NO: 2020-470

1 OF 1

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	MINERS VILLAGE	2/24/15	J.J.
2	MINERS VILLAGE	2/24/15	J.J.
3	MINERS VILLAGE	2/24/15	J.J.
4	MINERS VILLAGE	2/24/15	J.J.
5	MINERS VILLAGE	2/24/15	J.J.

HURST

CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
2500 Broadway, Suite B
Boulder, CO 80304
303.449.9105

MINERS VILLAGE
FREDERICK, CO

PROJECT NO: 2020-470